

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRANDON TOLE,

Plaintiff,

v.

AMAZON.COM SERVICES LLC; a Delaware
Limited Liability Company,

Defendant.

Case No. 2:22-cv-00594-MJP

[PROPOSED] CONSENT DECREE

The matter is before the Court for entry of judgment by consent of the parties to effectuate a compromise and settlement of all claims in the above-captioned case.

1. Plaintiff Brandon Tole joined the above-captioned action in the United States District Court for the Western District of Washington, Seattle Division on January 4, 2023, and alleged that the Defendant Amazon.com Services LLC (“Amazon”) violated the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) by failing to promote him because of his military service.

2. Amazon denies each and every allegation of a violation of USERRA made against it in Mr. Tole’s complaint.

3. Nevertheless, as a result of settlement discussions, Mr. Tole and Amazon (collectively, the “parties”) have resolved their differences and have agreed that this action should

1 be settled by entry of this [Proposed] Consent Decree (the “Decree”). It is the intent of the parties
 2 that this Decree be final and binding and fully dispose of any and all legal and equitable claims
 3 actually or potentially arising out of Mr. Tole’s employment with Amazon, including the claims
 4 alleged in the Complaint filed in this action (Dkt. 44). In consideration for Mr. Tole’s execution
 5 of the “Confidential Settlement Agreement and General Release” (the “Settlement Agreement”),
 6 and for Mr. Tole’s agreement to be bound to the other provisions of the Decree set forth below,
 7 Amazon agrees to provide the relief and be bound by the provisions of the Decree set forth below.
 8 Mr. Tole, by his signature to this document and to the Settlement Agreement, has indicated his
 9 acceptance of the terms and conditions contained in this Consent Decree.

10 **STIPULATIONS**

11 4. The parties acknowledge the jurisdiction of the United States District Court for the
 12 Western District of Washington, Seattle Division over the subject matter of this action and of the
 13 parties to this action for the purpose of entering and, if necessary, enforcing this Decree.

14 5. Venue is proper in this district for purposes of entering this Decree and any
 15 proceedings related to this Decree.

16 6. The parties further acknowledge that the entrance of a consent decree by the Court
 17 will create a material alteration of the legal relationship of the parties.

18 **FINDINGS**

19 7. Having examined the provisions of this Decree, the Court finds the following:

- 20 a. The Court has jurisdiction over the subject matter of this action and the
 21 parties to this action.
- 22 b. The terms and provisions of this Decree are lawful, fair, reasonable and just.
 23 The rights of the parties are adequately protected by this Decree.
- 24 c. This Decree conforms with the Federal Rules of Civil Procedure and
 25 USERRA, and is not in derogation of the rights and privileges of any person.
 26 The entry of the Decree will further the objectives of USERRA and will be
 in the best interest of the parties.

1 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
2 **AS FOLLOWS:**

3 **NON-ADMISSION**

4 8. This Decree is being entered with the consent of the parties and shall not constitute
5 an adjudication or findings on the merits or be constructed as an admission by Amazon of any
6 violations of USERRA, or any other law, rule, or regulation.

7 **MONETARY AND OTHER RELIEF**

8 9. Without admitting the allegations set forth in the Complaint, and in settlement of
9 Mr. Tole's claims raised in this case, Amazon shall pay all monetary relief in such amount and as
10 set forth pursuant to the Settlement Agreement.

11 **RETENTION OF JURISDICTION**
12 **DISPUTE RESOLUTION AND COMPLIANCE**

13 10. The entry of this Decree constitutes the entry of final judgment within the meaning
14 of Rule 54 of the Federal Rules of Civil Procedure on all claims asserted in or that could have been
15 asserted by Mr. Tole in this action. The claims of Plaintiffs Yasmine Mahone and Dain Olson
16 were previously fully resolved (Dkts. 56, 127), and Mr. Tole has agreed to voluntarily dismiss any
17 claims against Amazon.com, Inc., Amazon.com.dedc LLC, and Amazon.com.kydc LLC.

18 11. Notwithstanding the dismissal of the action and the terms above, the parties further
19 agree that this Court shall retain exclusive personal and subject matter jurisdiction over any
20 motions seeking reasonable attorneys' fees and costs attributable to the prosecution of Mr. Tole's
21 individual claims, which Amazon reserves the right to oppose in whole or in part.

22 **MISCELLANEOUS**

23 12. The terms of this Decree shall be binding, as applicable, upon the present and future
24 directors, administrators, successors, representatives, and assigns of Amazon and upon the heirs,
25 successors, and assigns of Mr. Tole.

